

# REQUEST FOR PROPOSAL WEB-BASED REPORTING SOFTWARE AND INSTALLATION RFP 06-11

**RELEASE DATE: AUGUST 25, 2006** 

INQUIRY DUE DATE: SEPTEMBER 8, 2006 3:00 P.M. EDT

DEADLINE FOR SUBMISSION: SEPTEMBER 22, 2006 3:00 P.M. EDT

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# SECTION ONE GENERAL INFORMATION

#### 1.1 INTRODUCTION

The Indiana Public Employees' Retirement Fund ("PERF") is soliciting proposals from all vendors who wish to be considered as a vendor for a web-based menu-driven reporting system that will replace the Impromptu reporting structure. This new structure should give end-users the ability to access and create their own reports. This new structure should be able to integrate with the current database structure. Overall the goals of this project are:

- 1. To create and install a web based reporting architecture.
- 2. To convert old reports to new web-based reporting system.
- 3. To provide integration with existing and planned information systems.
- 4. To increase productivity and improve accuracy in reporting.
- 5. To improve reporting result retrieval functionality for all of PERF's customers.

PERF is a non-profit quasi-state organization that was started in 1945 as a result of legislative action. The purpose of PERF is to administer pensions for all State of Indiana employees and the employees of participating political subdivisions. PERF provides service to the members and their employers for all of the pension funds administered by PERF, having as its goal the accurate accumulation of data and funds in order to provide correct and prompt retirement benefits.

#### 1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are defined where they appear, rather than in the following list.

Board of Trustees of PERF.

IAC The Indiana Administrative Code.

IC The Indiana Code.

PERF Indiana Public Employees' Retirement Fund

Proposal An offer.

Respondent An offeror who submits a proposal.

Services Work to be performed as specified in this RFP.

Vendor Any successful respondent selected as a result of the procurement

process to deliver services requested by this RFP.

IPSICOG The IPSICOG database is a copy of the SIRIS production

database that is hosted on the IPSICOG server.

PERF Interactive PERF's website.

**SIRIS** 

#### 1.3 ISSUER

In accordance with Indiana statutes governing the administration of PERF, PERF has issued this RFP. The staff of PERF has prepared the content of the RFP. One (1) copy of this RFP may be provided free of charge from PERF or a copy may be obtained from PERF's website (<a href="http://www.in.gov/perf/agency/contracts.html">http://www.in.gov/perf/agency/contracts.html</a>). A nominal fee will be charged for providing additional hard copies.

#### 1.4 DUE DATE AND FORMAT FOR PROPOSALS

All proposals must be received at the address below no later than September 22, 2006, at 3:00 p.m., EDT. Each respondent must submit one original (marked "Original"), one copy of the proposal in CD ROM format, and four copies of their proposal, including the transmittal letter and other related documentation as required in Sections 4.2 and 4.3 of this RFP. The proposal must be addressed/delivered to:

Rebecca Cook Procurement Officer Indiana Public Employees' Retirement Fund 143 W. Market Street Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned, unopened, to the respondent, upon request, within thirty (30) days of filing.

#### 1.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the date specified for receipt of proposals. The respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date has passed.

Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by PERF on its website (<a href="http://www.in.gov/perf/agency/contracts.html">http://www.in.gov/perf/agency/contracts.html</a>). If such addenda issuance is necessary, PERF reserves the right to extend the due date of proposals to accommodate such interpretations or additional data requirements.

### 1.6 JOINT BIDS / SUBCONTRACTING

PERF will not entertain joint bids. Although PERF anticipates that any respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of PERF before

subcontracting any portion of the project's requirements. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors and outline the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in PERF's evaluation. The respondent must furnish information to PERF as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by PERF. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate PERF officials and such relationships must meet with the approval of the PERF.

#### 1.7 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The respondent must also specify which statutory exception provision applies. PERF reserves the right to make determinations of confidentiality. If PERF does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, PERF will remove the proposal from consideration for award and return the proposal to the respondent. PERF will not determine prices to be confidential information.

#### 1.8 RFP RESPONSE COSTS

PERF accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

### 1.9 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by PERF for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by PERF.

# **1.10 TAXES**

PERF is exempt from federal, state, and local taxes. PERF will not be responsible for any taxes levied on the respondent as a result of any contract resulting from this RFP.

#### 1.11 SECRETARY OF STATE REGISTRATION

Before an out-of-state respondent can do business with PERF, the respondent must be registered with the Indiana Secretary of State. If an out-of-state respondent does not have such registration at present, the respondent should contact

Secretary of State of Indiana Corporation Division 402 West Washington Street, E018 Indianapolis, IN 46204 (317) 232-6576

for the necessary application form, or it can be accessed on the Secretary of State's website at <a href="http://www.in.gov/icpr/webfile/formsdiv/38784.pdf">http://www.in.gov/icpr/webfile/formsdiv/38784.pdf</a>. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

# 1.12 DISCUSSION FORMAT

PERF reserves the right to conduct discussions, either oral or written, with those respondents determined by PERF to be reasonably viable to being selected for award. PERF also reserves the right to conduct clarifications to resolve minor issues.

#### 1.13 SUMMARY OF MILESTONES

The following is the expected timeline for the RFP.

# <u>ACTIVITY</u> <u>EXPECTED DATE</u>

RFP published/released August 25, 2006 Respondent's inquiry period ends September 8, 2006 3:00 p.m. EDT Proposal submission date September 22, 2006 3:00 p.m. EDT Discussions and/or site visits (Vendor Presentations) Week of October 2, 2006 Notification to finalists Week of October 9, 2006 Proof of Concept for Finalists (2)\* Week of October 16, 2006 Selection of vendor Week of October 23, 2006 Notify selected respondent Week of October 23, 2006 Contract execution Week of October 30, 2006

# SECTION TWO PROPOSAL PROCEDURES

# 2.1 CONTACTS

Inquiries are not to be directed to any staff or Board member of PERF, except as outlined in Section 2.3. Such unauthorized communication(s) may disqualify respondent from further consideration. The Fund reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the request for proposal between the Fund and other

respondents.

#### 2.2 PRE-PROPOSAL CONFERENCE

It is the decision of PERF that no pre-proposal conference is required for this RFP.

# 2.3 INQUIRIES ABOUT THE RFP

All inquiries and requests for information affecting this RFP must be submitted in writing by e-mail to:

Rebecca Cook Procurement Officer rcook@perf.state.in.us

no later than September 8, 2006, at 3:00 p.m. EDT. PERF reserves the right to judge whether any questions should be answered in writing and copies will be distributed to all prospective respondents who are known to have received a copy of the original RFP.

# 2.4 RESPONDENT SITE VISITS

PERF may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

# 2.5 CONTRACT AWARD

Based on the results of this process, the qualifying proposal determined to be the most advantageous to PERF, taking into account all of the evaluation factors, may be selected by PERF for further action, such as contract award. If, however, PERF decides that no proposal is sufficiently advantageous to PERF, PERF may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, PERF may begin contract preparation with the next qualified respondent or determine that it does not wish to award a contract pursuant to this RFP.

PERF reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint.

# SECTION THREE LENGTH OF CONTRACT AND PRICING

### 3.1 LENGTH OF CONTRACT

The term of the contract entered into under this RFP shall be for a period of one (1) year, beginning from date of final execution of contract. There may be up to four (4) one-year renewal periods under the same terms and conditions at PERF's option. Total contract period shall not exceed five (5) years.

#### 3.2 PRICING

PERF requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

# SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS

#### 4.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business proposal must be organized under the specific section titles as listed below.
- PERF may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, PERF will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by PERF as a minor error or omission and may result in disqualification of the proposal from further evaluation.

# A complete proposal will include the following:

- 1. Hard copy submission of a transmittal letter (with the information in Section 4.2)
- 2. Hard copy submission of a Business Proposal (with the information and attachments described in Section 4.3)
- 3. Original, four copies, and CD ROM of entire proposal as outlined in Section 1.4

# 4.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics:

# 4.2.1 Identification

The transmittal letter must first identify the RFP.

# 4.2.2 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested services. The letter must also contain a statement indicating the respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP including, but not limited to, PERF's standard contract clauses.

# 4.2.3 Signature of Authorized Representative

A person authorized to commit the respondent to its representations must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 4.2.4 Other Information

Any other information the respondent may wish to briefly summarize will be acceptable.

#### 4.3 BUSINESS PROPOSAL

The Business Proposal must contain the following items:

# 4.3.1 Ability to Perform Scope of Work

Respondent should demonstrate in this section its ability to meet the requirements set forth in Exhibit A, Scope of Work.

#### 4.3.2 Contract

Exhibit B is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. If respondent wants to include or change any term of the contract, it must be submitted as an amendment to the contract. See the next section for more instructions on this.

# 4.3.3 Respondent Contract Requirements

If the respondent wishes to include or change any language in the contract being submitted, proposed language should be included in this section, in the form of an amendment to the contract in 4.3.2. For each change included, the respondent should indicate that the change is required by the respondent in any contract resulting from this RFP and why it is required (if the required change is unacceptable to PERF, the respondent's proposal may be considered unacceptable) or indicate that the change is desired (but not required) by the respondent in any contract resulting from this RFP.

#### 4.3.4 References

The respondent should include a list of at least three (3) clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government or pension fund for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. A form for this purpose is supplied in the Exhibit A: Scope of Work.

# 4.3.5 Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.11 of this RFP. This process must be concluded prior to contract negotiations with PERF. It is the successful respondent's responsibility to complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal. A form for this purpose is supplied in the Exhibit A: Scope of Work.

#### 4.3.6 Subcontractors

The respondent must list any subcontractors that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

# 4.3.7 Financial Statements

This section must include the respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years.

# 4.3.8 Minority Business Development

The contract goal is that at least seven percent (7%) of state contracts be with minority and women business enterprises as defined in IC 4-13-16.5. This goal is established under in IC 4-13-16.5-2 (f) (7). It is the intent of the Funds to meet or exceed the 7% minority and women's business enterprise participation goal.

Participation does not need to be only through subcontractors, but can also be through second-tier participation with common suppliers (office supplies, courier services, accounting services, janitorial services, etc.). Include only the

proportion of those contracts which pertain to the bid being submitted. A form for this purpose is supplied in the Exhibit A: Scope of Work.

# SECTION FIVE PROPOSAL EVALUATION

PERF has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- 1. Each response will be evaluated on the basis of the categories listed below.
- 2. Based on the results of the evaluation, the proposal determined to be most advantageous to PERF, taking into account all of the evaluation factors, may be selected by PERF for further action.
- 3. In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Specific criteria include:

- 1. Fulfilling the requirements set forth in the RFP
- 2. Technical knowledge and equipment
- 3. Adequate security of data
- 4. Experience and track record in the field
- 5. Price
- 6. Proposed timeline for implementation

All proposals will be reviewed by members of PERF. References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

### DEMONSTRATION REQUIREMENT

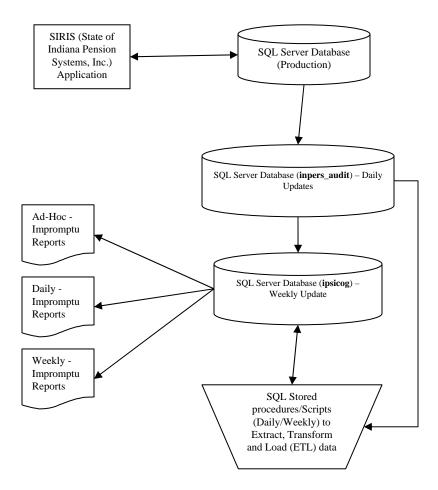
All finalists will be required to have a full prototype of their reporting software package available to install, test and demonstrate the complete functionality of the reporting software package. The prototype must be integrated with PERF's current reporting database in order for the evaluation team to determine compatibility and functionality of the system.

# EXHIBIT A SCOPE OF WORK

# **Current Reports Management Architecture**

The current PERF architecture comprises of SIRIS application and SQL Server Version 8.0 database. Additionally, PERF uses Cognos Impromptu Version 7.3 for reporting.

The current PERF architecture is depicted below.



The IPSICOG database is a copy of the SIRIS production database that is hosted on the IPSICOG server.

The IPSICOG database is refreshed weekly, usually by Monday morning. Stored procedures and tables that are created for the reports are stored in IPSICOG database. The data to populate the tables is not taken from this database, because management requires fresher data. Therefore, data is extracted from the inpers\_audit database.

The inpers\_audit database is a copy of the SIRIS production database that is also hosted on the

IPSICOG server. The inpers audit database is refreshed each evening.

Refer to Appendix B for examples of some of the existing Cognos Impromptu reports. In addition to these reports, PERF uses 40 reports that are requested by end users on a weekly or daily basis or randomly (refer to Appendix A). Furthermore, every week PERF has ad hoc report requests from various users and/or other state departments.

#### Hardware and Software

Current hardware includes the Windows 2000/XP Professional operating system which works with a database on an SQL Server Version 8.0. All reporting software must be compatible with the current operation system, as well as other software used on a daily basis.

- 1. Describe the requirements of system cabling for communication to the server and to the existing network.
- 2. Please outline service and maintenance costs for the system as proposed.
- 3. Describe the operating systems under which the proposed system will operate.
- 4. Name and describe the database management program utilized by the system.
- 5. What programming language(s) was used to develop the system?
- 6. What are the warranty periods provided for system and application software?
- 7. Describe the security system used by the proposed system.

# Installation, Configuration, Conversion and Support

It is also required that all web-based reporting software be installed and configured to meet the needs and specifications of PERF. Once installed it is the expectation of PERF that all current reports will be converted to the vendor's reporting software. A full list of reports can be found in Appendix A.

- 1. Describe or attach an implementation plan.
- 2. Describe the experience and qualifications of your installation team. Please provide resumes.
- 3. Describe the training provided and training procedures.
- 4. Where is your technical support center located?
- 5. What are the methods for contacting technical support?
- 6. What are your hours of operation for technical support?
- 7. Describe the ongoing system support provided by the vendor.
- 8. Are software upgrades provided as part of the software support contract?
- 9. Describe your software upgrade process.
- 10. How are customer requests for enhancements and customizations handled?
- 11. Describe the recent history of system enhancements.
- 12. Do you have a formal users' group?
- 13. Describe the company's policy regarding the source code.
- 14. Describe any data conversion required.
- 15. Please supply a detailed project/conversion plan. Include an estimate of man-hours for PERF and your team.
- 16. How many employees will you have that will work exclusively on this conversion?
- 17. It is anticipated that there will be no down time due to conversion. Describe your methods to ensure this. If you anticipate down time, explain why and length of time.

- 18. Describe how your conversion team will coordinate with PERF.
- 19. Provide a list or description of the information that you will need from PERF for an effective conversion.
- 20. Provide any established test plans used to test data and report conversion from old standard systems to web based applications.
- 21. Describe your quality assurance process for ensuring that the conversion was successful.
- 22. List the expected members of the conversion team you will assign to the plan and provide an outline of their roles and responsibilities, their qualifications, experience, number of years with your company, and primary work location.
- 23. Describe how your conversion team will provide the systems support you described previously.
- 24. Please complete the following chart showing the number of conversions that you have completed in 2004, 2005 and in 2006 YTD.

	2004	2005	2006
# of Conversions			
Types of			
Conversions			

25. Please complete the following chart showing the number of conversions that you have completed or plan to complete in 2006.

Month	Number	Month	Number
January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

# SECURITY AND DISASTER RECOVERY

# **Background**

Security is obviously of critical importance to PERF. It will be of utmost importance that all reporting data be secure and limit access to all non-PERF personnel, unless granted otherwise. As a web-based reporting system, it will be required that the system has the following security available:

- 1. Describe your web access security procedures.
- 2. Explain your encryption process.
- 3. How do you safe guard information transferred over the net.
- 4. Describe the procedures and safeguards you use to protect the confidentiality of information.

# **Desired Structure and Functionality**

The goal of this project is to develop a web based menu driven reporting system that will replace the impromptu structure. This new structure should give end users the ability to access and create their own reports. This new structure should be able to integrate with the current database structure.

# **Functional Requirements**

The existing reporting environment is mostly request based. The end users send in a request for a new/existing report and the report administrator fulfills the request.

- a. The current environment needs to be upgraded and moved on to the Web.
- b. The new Web environment should cater for new and existing users who can directly access the reports they need.
- c. When necessary, users should be able to create their own ad hoc reports.
- d. The administrators/report authors should be able to create and publish reports to the Web environment and also be able to add/update/remove security on various reports.

The following are a potential list of features that may be available. Place a checkmark next to each item that is available and add any comments/explanation in the Vendor Comments column.

	Functional Description	Feature Availability	Vendor Comments
REP	PORTS		
1.	Allow reporting online.		
2.	Allow reporting of Excel format.		
3.	Provide automatic print reporting capabilities to laser printers.		
4.	Provide scheduler for automatic result delivery.		
5.	Provide automatic fax reporting capabilities.		
6.	Provide ability to send reports via the Internet.		
7.	Provide ability to e-mail reports.		
8.	Automatically maintain a record of reports delivered by each reporting modality (FAX, Printer, and E-Mail, etc.). Provide easy access to these results at any time.		
9.	Allow for cumulative reporting. Please explain.		
10.	Provide the date/time reported on reports transmitted by FAX, laser printer, and e-mail.		
11.	Provide a thin client user interface.		
12.	Provide flexible reporting formats.		
13.	Provide the ability to access all necessary data to create flexible reports.		
14.	Allow for unlimited predefined comments.		
15.	Allow comments to be attached to specific reports.  NAGEMENT AND ADMINISTRAT		

	Functional Description	Feature Availability	Vendor Comments
16.	Provide ability to create completion	-	
	reports by date.		
17.	Provide ability to create menus that		
	will limit access to various reports.		
18.	Provide reports via menus.		
19.	Provide ability to create turnaround		
	time reports by date.		
20.	Provide summary reports.		
21.	Provide member utilization reports		
	(e.g. number of reports requested by a		
	user ID).		
DA	TA MINING		
22.	Provide user-friendly report generator		
	with graphical user interface.		
23.	Provide ability to create reports to		
	mine data.		
24.	Provide ability to electronically		
	document.		
25.	Provide ability to generate data mining		
	reports.		
26.	Provide ability to mine any field		
	(textual or numerical) in the data base.		
27.	, i		
	logic in great detail.		
28.	Support the use of commercially		
20	available tools for report generation.		
29.	Provide ability to save commonly		
20	performed searches.		
30.	Provide ability to schedule automatic,		
21	unattended runs of data reports.		
31.			
32.	Provide on-line help screens to assist		
	novice users in all applications.		

# **APPENDIX A: Detailed List of Reports**

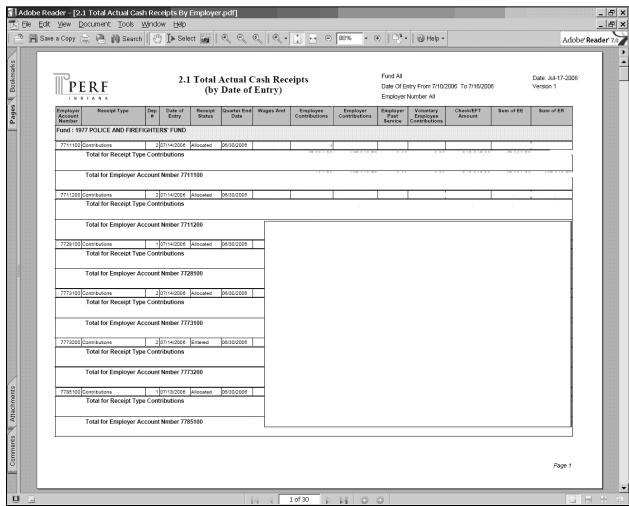
	Report Name	Description		Category
1.	77 Fund Benefits & 77 Fund Refunds	Provides completed benefits and refunds reports for the 77 Fund.	Ad hoc report	General
2.	Approved Estimates	Provides reports for Benefit estimates that have been approved during the reporting week	Weekly	General
3.	2.1 Total Actual Cash Receipts By Date of Entry	Provides reports for the cash contribution receipts that have been recorded in SIRIS.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
4.	2.1 Total Actual Cash Receipts By Employer	Provides reports for the cash contribution receipts that have been recorded in SIRIS.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
5.	2.2 Cash Receipts Applied to Employer and Employee Accounts	Provides reports for the Cash Receipts applied to Employer and Employee Accounts shows all of the contribution cash receipts that have been applied in SIRIS.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
6.	2.3 Cash Receipts Not Yet Applied to Employer and Employee Accounts (Aged)	Provides reports for the Pending Cash Receipts not yet applied to Employer and Employee Accounts report shows all of the contribution cash receipts that have been entered into SIRIS, but have not been applied.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
7.	3.1 Earnings allocated to Member Accounts	Provides reports for the Earnings allocated to Member Accounts reports should show all of the earnings that have been allocated to member accounts.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
8.	3.2 Earnings allocated to Employer Accounts	Provides reports for the Earnings allocated to Employer Accounts reports shows the earnings that have been allocated to employer accounts for a given period.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
9.	4.1 Retirement transfers to the Benefits in Force Reserve for Employers	Provides reports for the Retirement transfers to the Benefits in Force Reserve for Employers report details transfer activity for the Employers.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
10.	4.2 Retirement transfers to the Benefits in Force Reserve for Members	Provides reports for the Retirement transfers to the Benefits in Force Reserve for Members report details transfer activity for the Members.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
11.	5.1 Refund and Refund Adjustment Transactions	Provides reports for the Refund Transactions report details all refund- related transactions that impact the Employee Reserve account.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
12.	6.1 Adjustments to Employee Reserve	Provides reports for the Adjustments to Employee Reserve report details those	Weekly/Daily/M onthly/Quarterly	PERF Financial

		adjustment transactions impacting the Employee Reserve account	/Ad hoc	Reports
13.	6.2 Adjustments to Employer Reserve	Provides reports for the Adjustments to Employer Reserve report details those adjustment transactions impacting the Employer Reserve account	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
14.	7.1 Current Check Run vs Prior Check Run (Deleted Retirees)	Provides reports for the Current Check Run vs. Prior Check Run reports is a series of reports that provide a comparison between the current month's benefit check run and the prior month's.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
15.	7.1 Current Check Run vs Prior Check Run (Differences)	Provides reports for the Current Check Run vs. Prior Check Run reports is a series of reports that provide a comparison between the current month's benefit check run and the prior month's.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
16.	7.1 Current Check Run vs Prior Check Run (New Retirees)	Provides reports for the Current Check Run vs. Prior Check Run reports is a series of reports that provide a comparison between the current month's benefit check run and the prior month's.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
17.	7.1 Current Check Run vs Prior Check Run (No Change)	Provides reports for the Current Check Run vs. Prior Check Run reports is a series of reports that provide a comparison between the current month's benefit check run and the prior month's.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
18.	7.1 Current Check Run vs Prior Check Run (Summary Report)	Provides reports for the Current Check Run vs. Prior Check Run reports is a series of reports that provide a comparison between the current month's benefit check run and the prior month's.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
19.	8.1 Report of all SIRIS Payments	Provides reports for all SIRIS Payments should detail all check payments made from SIRIS (refunds, benefits, etc) for a given report period. It should not include any payments created outside of SIRIS ("9 series" checks).	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
20.	8.2 Report of all non- SIRIS Payments	Provides reports for the Report of all non-SIRIS Payments should detail the payments created outside of the SIRIS.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports
21.	8.3 Check Status Report	Provides reports for the current status of checks.	Weekly/Daily/M onthly/Quarterly /Ad hoc	PERF Financial Reports

22.	Members with missing investment option report	Provides reports for members who did not select an investment option when they filed an application with PERF.	Ad hoc report	General
23.	Flag Exception Detailed	Provides reports for each member account set with flags, including brief description and internal flag no:. This report runs daily and is used for allocating work to the staff.	Daily/Weekly/A d hoc	General
24.	Flag Exception Summary	Provides reports for a summary level view of above details.	Daily/Weekly/A d hoc	General
25.	FSSA/Office of Human Resources report	Provides reports for a summary level view of above details.	Ad hoc report	General
26.	MBRI/Deposit Report for Beneficiary accounts	Provides reports for this report is used to track new member direct deposit applications	Ad hoc report	General
27.	Purdue Employees report	Provides reports for Purdue employees	Ad hoc report	General
28.	Member Summaries report	Provides reports for average salary, age, etc. for state employees under PERF covered position	Ad hoc report	General
29.	Temporary accounts reports with Fund and Employer summaries	Provides reports for temporary accounts reports with Fund and Employer summaries	Ad hoc report	General
30.	Members with missing check no: report	Provides reports for members with missing check no: report	Ad hoc report	General
31.	Processor Performance	Provides reports to track processor performance	Weekly	General
32.	Production Overview	Provides reports to track weekly progress of applications under different areas such as retirements, refunds, benefits, etc.	Weekly	General
33.	RIPEA report	RIPEA report	Ad hoc report	General
34.	Vanderburgh County report	Provides reports for Vanderburgh County report for members over 70 years of age and with 20 yrs of service	Ad hoc report	General
35.	Legislators' retirement fund report	Provides reports for Legislators' retirement fund members interest/earnings report for 2/31/2003	Ad hoc report	General
36.	RAP Mgt Summary WIP	Provides reports to track high level summary of work in progress	Weekly	General
37.	Legislators' retirement fund direct contributions report for 09/30/2003 & 12/31/2003	Provides reports for Legislators' retirement fund direct contributions report for 09/30/2003 & 12/31/2003	Ad hoc report	General
38.	Daily retirement production report	Provides reports to track daily retirement applications progress	Daily	General

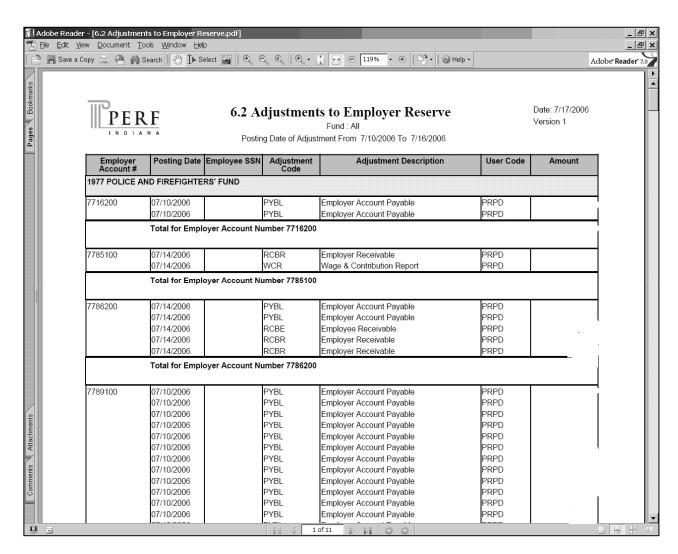
39.	Frozen Accounts with previous status as temporary	Provides reports to track frozen accounts that were previously in temporary status	Ad hoc report	General
40.	Retirement Open Applications – Processor	Provides reports to track applications that are in the inbox of a processor	Weekly	General
41.	Retirement Open Applications – Work Pool	Provides reports to track application that are in the general work pool	Weekly	General
42.	RAP Status Update	Provides reports to track retirement applications status	Weekly	General
43.	RAP Timeliness- Completed check date	Report to track the retirement processing timeliness.	Daily/Weekly/M onthly/Ad hoc report	General
44.	Regular Retirement Aging Report	Report to keep track of in-house retirements and those that are completed, and age them based on days in-house.	Daily	General
45.	Processor Activity Extract – Audit Report	Provides reports used for auditing purposes	Ad hoc report	General
46.	Check payments after a Refund	Provides reports to track payments after a refund is made	Ad hoc report	General
47.	FSSA Employee Retirement data report	Provides reports for FSSA Employee Retirement data report	Ad hoc report	General
48.	Ft Wayne State Developmental Center Employee report	Provides reports for Ft Wayne State Developmental Center Employee report	Ad hoc report	General
49.	Richmond State Hospital	Provides reports for Richmond State Hospital report	Ad hoc report	General
50.	Refund Timeliness Report for completed applications	Provides reports to track the refund timeliness for completed applications	Ad hoc report	General
51.	Validate Member account extract report	Provides reports for Audit report	Ad hoc report	General
52.	Audit Member account extract report	Provides reports for Audit report	Ad hoc report	General
53.	Whinery Settlement Report	Provides reports for Whinery Settlement Report	Ad hoc report	General
54	Regular Retirement Member Count report	Report to track the number of retirements in-house and completed based on the no: of days the application was received before-hand.	Daily	General
55	Regular Retirements Drill down report	Report to track the data behind the retirements aging report	Ad hoc report	General

# **APPENDIX B: Sample Reports**



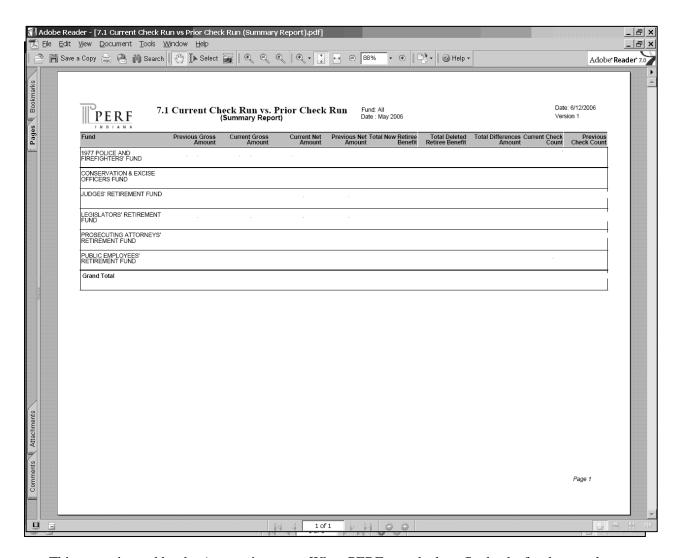
This report is used by the Accounting team. Employers are required to submit cash to PERF on a quarterly basis for the employer and employee contributions. Upon receipt, the cash is recorded in SIRIS. This report will show all of the contribution cash receipts that have been recorded in SIRIS for any given report period.

(See Attachment A, lines 4 and 5.)



This report is used by the Accounting team. In addition to the main types of transactions that impact Employer Reserve (earnings, contributions, and retirements), other adjustments are sometimes required. The Adjustments to Employer Reserve report detail those adjustment transactions, for a given report period, impacting the Employer Reserve account that would not be included other previously defined reports.

(See Attachment A, line 13.)

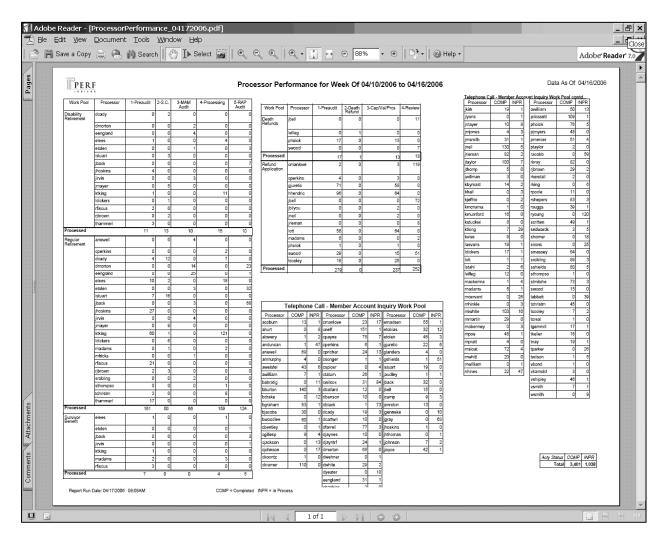


This report is used by the Accounting team. When PERF cuts the benefit checks for the month, there are several changes that could have occurred since the previous months benefit check run – additions, deletions, and changed benefit amounts. The Current Check Run vs. Prior Check Run summary report will provide a comparison between the current month's benefit check run and the prior month's and any differences.

(See Attachment A, lines 14-18.)

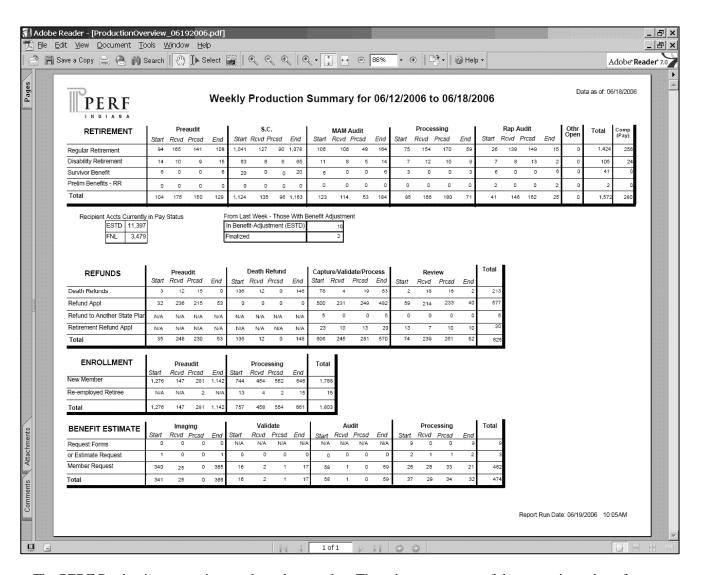
This aging report is used by the Director of retirements, CIO, Executive director and other senior management to monitor the progress of retirement applications that have been received, in-house and those that are processed.

(See Attachment A, line 44)



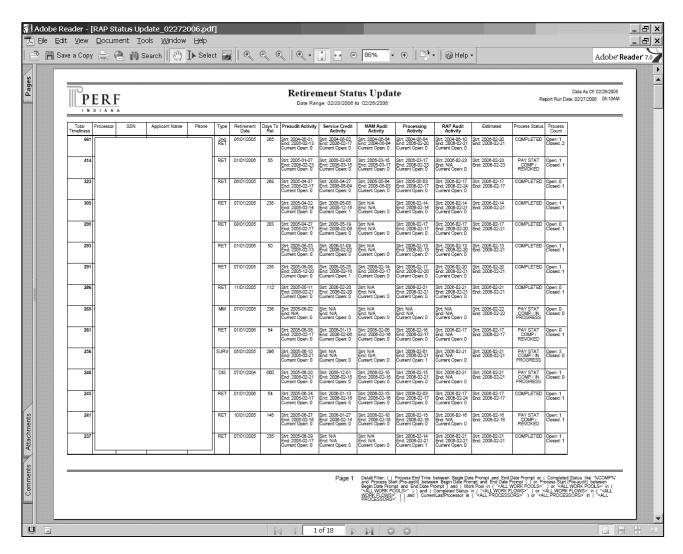
The Processor Performance report is a multi-cross-tab report that utilizes. It shows the number of activity items completed by a processor for selected Retirement and Refund processes. In addition, it lists all processors who completed a 'Telephone Call - Member Account Inquiry' process.

(See Attachment A, line 31.)



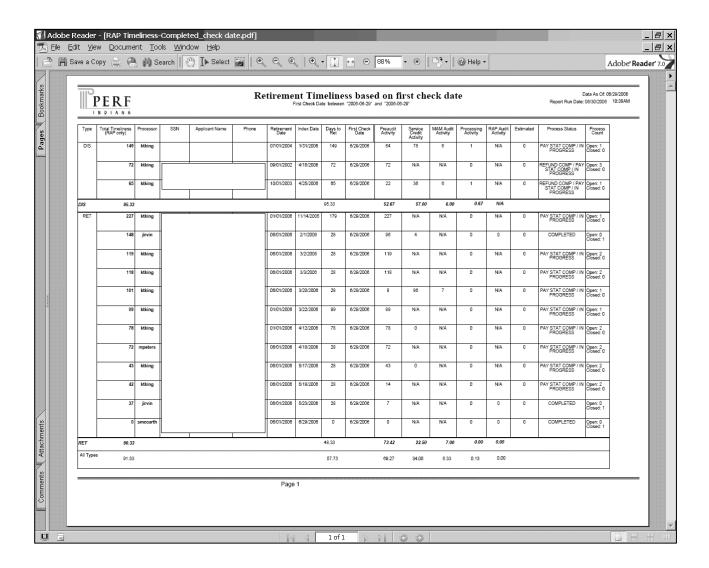
The PERF Production report is a moderately complex. The primary purpose of the report is to show for the previous week the number of items in the 'in-basket' for a process activity, the number of items completed, and the number of items left at the end of the week.

(See Attachment A, line 32.)



The Retirement Status Update report lists all completed Retirement processes for the entered timeframe, work-pool, process status, and processors. The report shows the application start and end dates for each activity in the RAP process.

(See Attachment A, line 42.)



The Retirement Timeliness lists all completed RAP processes for the entered timeframe, work-pool, and processors. The report addresses the timeliness (length of time the application spent in an activity) for each activity in the RAP process. The 'Process Count' column indicates the number of processes for that person that have a process status that is not cancelled or completed (i.e., the processes are considered OPEN) and the number that have a process status that is completed.

(See Attachment A, line 43.)

The Respondent will represent and warrant to PERF in its proposal that the Respondent:

- 1. To the best of Respondent's knowledge, does not have a significant financial interest in a vendor with whom PERF is currently under contract;
- 2. Has significant experience in developing and implementing web reporting software as outlined herein;
- 3. Has adequate staffing to perform all services outlined herein and in a timely manner.
- 4. Understands that PERF will request a background security check of all employees conducting work on PERF's operations; and
- 5. Completes and includes with this bid the following forms which are included in this scope of work:
  - Reference List
  - Minority & Women's Business Enterprises RFP Subcontractor Commitment Form
  - Indiana Economic Impact Statement
  - Application For Certificate Of Authority Of A Foreign Corporation (If Applicable)
  - Taxpayer Identification Number Request (State Form 23743)

# REFERENCE LIST

List similar projects, with completion dates.

Project Location:			
Name of Contact Person:			
Project Description:	-		
Dates Worked:			
Project Location:			
Name of Contact Person:	Telephone:		
Project Description:			
Dates Worked:			
Project Location:			
Name of Contact Person:	Telephone:		
Project Description:			
Dates Worked:			
Project Location:			
Name of Contact Person:	Telephone:		
Project Description:			
Dates Worked:			

# MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <a href="https://www.buyindinana.in.gov">www.buyindinana.in.gov</a>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form. Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

# Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

# MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State will deny evaluation points if the letter(s) is attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#		
DUE DATE:		
TOTAL BID AMOUNT:		
☐ MBE Firm ☐ WBE Firm		
Company Name:	Contact Person:	
Company 1 tunes		
Address:	E-mail:	
	Telephone Number:	Fax Number:
Sub-Contract Amount:	Describe service/produc	ct to be provided:
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contracto	 r will perform on this pro	oject:
☐ MBE Firm ☐ WBE Firm		
Company Name:	<b>Contact Person:</b>	
Address:	E-mail:	
	<b>Telephone Number:</b>	Fax Number:
Sub-Contract Amount:	Describe service/produc	ct to be provided:
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contracto	r will perform on this pro	oject:
Respondent Firm	Telephone Number	
Address	Fax Number	
City/State/Zip Code	Email Address	
Representative	Authorizing Signature	
Date	Printed Name and Title	2

# INDIANA ECONOMIC IMPACT STATEMENT



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS
State Form 51778 (R5 / 3-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

اء	1 1 N C C	
	Legal Name of firm:	
	Address/City/State/Zip Code:	
	Telephone #/Fax #/Website:	
4	Federal Tax Identification	
	Number:	
5	State/Country of	
	domicile/incorporation:	
6	Location of firm's	
	headquarters or principal	
	place of business:	
7	Name of parent company or	
	holding company (if	
	applicable):	
8	State/Country of	
	domicile/incorporation of	
	company listed in #7:	
9	Address of company listed in	
	#7:	
10	IN Department of Workforce	
	Development (DWD) account	
	number:	
11	IN Department of Revenue	
	(DOR) account number:	
12	Number of Indiana resident	
	employees per most recently	
	completed IRS Form W-2	
	distribution:	
13		
	Total number of employees	
	per most recently completed	
	IRS Form W-2 distribution:	
14		
	Total amount of payroll paid	
	to Indiana resident employees	
	per most recently completed	
	IRS Form W-2 distribution:	
15		
	Total amount of payroll paid	
	to all employees per the most	
	recently completed IRS Form	
	W-2 distribution:	
16		
	Total amount of this proposal,	
	bid, or current contract:	

	ACCOUNTING OF INDIANA RE	SIDENT EMPLOYEES			
17	Prime Contractor Company				
	Name:				
18	Number of Full Time				
	Equivalent (FTE) employees				
	that are Indiana residents				
	specifically for this proposal or				
	contract:				
19	Subcontractor Company				
	Name:				
20	Address/Contact				
	Person/Telephone Number/Tax				
	ID Number:	i			
21	Number of Full Time				
	Equivalent (FTE) employees				
	that are Indiana residents				
	specifically for this proposal or				
	contract:				
22	Affirmation by authorized offic	ial: I affirm under penal	ties of perjury that the fo	oregoing representatior	s are true to be the
	best of my knowledge and belief:				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:			<u> </u>	

# TAXPAYER IDENTIFICATION NUMBER REQUEST

**Purpose of form:** We are required to file an information return with the IRS and must get your correct taypayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

- 1. Certify the TIN you are giving is correct.
- 2. Certify you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

**Specific Instrustions:** Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name bo You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate From W-8.

#### Subsititute Form **Taxpayer Identification Number Request**

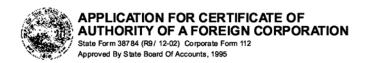
State Form 23743 (R 07\01) Approved by State Board of Accounts 2001 Approved by Auditor of State 2001

State of Indiana

W-9			DO NOT send to IRS
Print or Type			Return to address below
Legal Name	(OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN F	RECORDS)	
DO NOT ENTER	THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE		
Trade Name	Complete only if doing business as (D/B/A)		
Remit Address			1
Purchase Order	r Address-Optional		-
i dronado ordo	Tradition optional		
Check legal er	ntity type and enter 9 digit taxpayer identification Number (TIN)	below:	SSN or EIN must be for
_	Security Number, EIN = Employer Identification Number)		legal name above
	Individual (I	ndividual's SSN)	
	Sole Proprietorship (Owner's SSN or Business EIN)	SSN	
_		EIN	
	Partnership General Limited (F	Partnership's EIN)	
	Estate/Trust (L	_egal Entity's EIN)	
	Note: Show the name and number of legal trust, or estate, not personal re		
	Other (Limited Liability Company, Joint Venture, Club, ect) (I	ogol Entitude EINI)	-
	Other (Limited Liability Company, Joint Venture, Club, ect) (L	Legal Entity's EIN)	<del>-</del>
	Corporation Do you provide legal or medical serv.	lo (Corp's EIN)	
П	Governement (or Government operated entity) (I	Entity's EIN)	
<u> </u>			
	Organization Exempt from Tax under Section 501(a)		
	Do you provide medical services?  Yes  N	lo (Org's EIN)	
	Check here if you do not have a SSN or EIN but have applied	ed for one.	
	of prejury, I certify that:		
	sted on this form is my correct Taxpayer Identification Number (Or I am waitin ect to backup withholding because: (a) I am exempt from the backup withholdin	-	•
	(IRS) that I am subject to backup withholding as a result of a failure to report	÷	· · · · · · · · · · · · · · · · · · ·
notified me that I	am no longer subject to backup withholding (does not apply to real estate tran	nsactions, mortgag	e interest paid, and acquisition
	of secured property, contribution to an indivual retirement arrangement (IRA),		· ·
	INSTRUCTIONS- You must cross out item (2) above if you have been notifie	d by the IRS that y	ou are currently subject to backup
	use of underreporting interest or dividends on your tax return.  B NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS D	OCUMENT OT	IED THAN THE
	ONS REQUIRED TO AVOID BACKUP WITHHOLDING.	OCCUMENT OF	ILK MAN IIIL
	erson (including a U.S. resident alien)		
Name (Print or Ty	/pe)	Title	
AUTHORIZED SI	GNATURE	Date	
		Phone	
Agency	Agency use only Yes N	lo Approved by	
	1099	•	

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

# APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION



TODD ROKITA SECRETARY OF STATE CORPORATIONS DIVISION 302 W. Washington St., Rm. E018 Indian apolis, IN 46204 Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq. 23-1-49-3

Filing Fee: \$90.00

NOTES:

- An Original Certificate of Existence duly authenticated by the proper authority from corporation's domicilary state within the last sixty (60) days must be submitted with this application.
- 2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
   Present original and one copy to address in the upper right corner of this form.
   Please TYPE or PRINT.
   Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY  OF										
A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA										
The undersigned officer of the above corporation which was formed as:										
☐ A general busi	iness corporation		A professional corporation							
desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:										
	ADTIC	IEI. N	la ma							
ARTICLE I: Name  Name of Corporation ( Must be identical to name shown in Articles of Incorporation and Amendments thereto)										
	ARTICLE II: Add		of Corporation							
Address of the principal office of corporation (Number and street, city, state and ZIP code)										
ARTICLE III: Registered Office and Registered Agent										
Name of the Registered Agent of the corporation (cannot be the corporation itself)										
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)  INDIANA  ZIP code										
ARTICLE IV	V: Date and State of Inc	corpora	ation and Duration of Existence		<b>'</b>					
Date of incorporation in domicilary state: State of incorporation										
Expected period of duration listed in the Articles of Incorporat	tion (perpetual, term of year	rs or date	e certain e.g. December 31, 2050)							
	ARTICLE V: (	Corpora	ate Officers							
The names and business addresses of the officers of Name			Address (Number street si	tu atata ar 17	I/D code)					
Name	Title		Address (Number, street, ci	ty, state and 2	ir code)					

# **EXHIBIT B**CONTRACT FOR SERVICES

This contract is between the Indiana Public Employees' Retirement Fund (hereinafter referred to as "PERF" or "Fund") and (hereinafter referred to as "Contractor").
WHEREAS, the Fund desires to contract for services in the area of; and
WHEREAS, Contractor is willing to provide such services;
NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:
1. Duties of Contractor
The Contractor shall provide the following services relative to this contract: See Attachment A, Scope of Services, incorporated by reference.
2. Consideration
The Contractor will be paid at the rate of: See Attachment B, Fees, incorporated by reference.
3. Term
The contract shall commence on and shall terminate on The contract may be renewed under the same terms and conditions by mutual agreement of the parties for up to one-year terms.
4. Independent Contractor
Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Contractor's employees.
5. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Fund becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this contract, the Fund may request in writing the replacement of any or all such individuals.

All services provided by the Contractor under this Contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the undersigned PERF representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. PERF shall not be

required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

# 6. Confidentiality of Fund Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract, will be treated as confidential and will not be disclosed to others or discussed with other parties without the prior written consent of the Fund.

# 7. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein, secured, developed, written, or produced by the Contractor in furtherance of this contract shall be the property of the Fund, and the Contractor shall take such action as is necessary under law to preserve such property rights in and of the Fund while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the Fund any cognizable property right of the Contractor to copyright, license, patent, or otherwise use such information, data, findings, recommendations, proposals, etc.

#### 8. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract shall be considered "work for hire," and the Contractor transfers any ownership claim to the Fund and all such matters will be the property of the Fund. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Fund, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Fund and used to develop or assist in the services provided herein while they are in the possession of the Contractor, and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the Fund.

#### 9. Reports

The Contractor shall submit reports to the Fund upon request, but in no event less than as of each month end. The reports shall be written and in a form agreed to between the Fund and Contractor.

At Fund's request and at mutually agreed upon times, Contractor shall meet with the Fund to review Contractor's performance. Contractor shall be available to answer questions by Fund staff and Board members from time to time as needed without additional charge.

#### 10. Audit Settlement

If an error is discovered as a result of an audit performed by Contractor or Fund, or if Contractor becomes aware of any error through any other means, Contractor shall use its best efforts to promptly correct such error or to cause the appropriate party to correct such error.

#### 11. Access to Records

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for seven (7) years from the date of final payment under this contract for inspection by the Fund or by any other authorized representative of the Fund, and copies thereof shall be furnished at no cost to the Fund if requested.

Upon execution of this contract, Fund will provide Contractor with a list of Authorized Persons who will be permitted to advise, inform, and direct Contractor on Fund's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this contract. The list of Authorized Persons and any changes to such list shall be made in writing to Contractor and signed by Fund's Director or the Director's designee. Until notified of any such change, Contractor may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by Fund.

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; *provided, however*, that Contractor may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Contractor upon receipt. If Contractor receives instructions or notices from a source other than an Authorized Person, Contractor shall not comply with them and shall immediately notify Fund's Executive Director in writing of such unauthorized instructions or notices.

# 12. Assignment

The Contractor shall not assign or subcontract the whole or any part of this contract without the Fund's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Fund, provided that Contractor gives written notice (including evidence of such assignment) to the Fund thirty (30) days in advance of any payment so assigned. Assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

#### 13. Successors and Assignees

The Contractor binds his successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet, or transfer interest in this contract without the prior written consent of the Fund.

#### 14. Key Person(s)

In the event that both parties have designated in an appendix that the individual(s) therein named are essential to the services offered pursuant to this contract, the parties agree that in the event that such individual or individuals are no longer employed during the term of this contract by the Contractor for whatever reason, the Fund shall have the right to terminate this contract, without penalty, upon thirty (30) days prior written notice.

In the event that the Contractor is an individual or a closely held corporation (as defined under Indiana law, *see*, *e.g.*, *Barth v. Barth*, 659 N.E.2d 559, 561, fn.5, [and cited authority therein]), the individual or person on behalf of the corporation responsible for primary contact between the Contractor and the Fund at the commencement of this contract shall be considered a key person and, as such, essential to the contract. Substitution of another for the Contractor shall not be permitted without express written permission from the Fund.

Nothing in this Section 14 should be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

#### 15. Background Investigations

All employees of Contractor who require access to the Fund's building at 143 West Market, Indianapolis, Indiana, or the Fund's confidential information shall be subject to the following personal background investigations: (i) Indiana State Police criminal history background check; (ii) Federal Bureau of Investigation fingerprint check; and (iii) Indiana Department of Revenue tax liabilities check. The Fund shall, in its sole discretion, decide whether the results of such background checks are acceptable.

# 16. Changes in Work

In the event the Fund requires a major change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the Fund in the exercise of its honest and reasonable judgment, and the Contractor shall not commence any additional work or change the scope of work until authorized in writing by the Fund. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

#### 17. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

#### 18. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

#### 19. Termination

Notwithstanding anything to the contrary, this contract may be terminated, in whole or in part, by the Fund, for any reason, by delivery of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services rendered prior to the effective date of termination. The Fund will not be liable for services performed after termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to Contractor exceed the

original contract price due on contract. In no event shall Fund's termination of the contract under this section be deemed a waiver of Fund's right to make a claim against Contractor for damages resulting from any default by Contractor which occurred prior to the termination effective date. Additionally, the Fund may terminate this contract immediately in the event that the Board, in its sole discretion, considers such action necessary to protect the Fund.

In the event of any termination of this contract, all terms and conditions herein shall continue to apply through the termination effective date and through any period following such date during which Contractor shall continue to perform the services required under this contract, in order to complete any transactions pending on the termination effective date and to facilitate an orderly transition to a successor Contractor ("Transition Period"). Such Transition Period shall not exceed thirty (30) days after the termination effective date. If Fund terminates this contract, and unless otherwise expressly directed by Fund, Contractor shall take all necessary steps to stop services under this contract on the termination effective date.

Upon any termination of this contract by Fund and to the extent directed by Fund, Contractor shall continue to serve as a Contractor hereunder at the then-existing compensation level for the duration of the Transition Period. After the additional services have been performed, and the Transition Period is completed, Contractor may seek compensation for the Transition Period at its then-existing compensation level. Contractor shall cooperate with Fund in good faith to effect a smooth and orderly transfer of such services and all applicable records by the termination effective date. Upon termination of this contract, Contractor shall retain all Fund records in accordance with the record retention provisions set forth in the Access to Records section of this contract.

#### 20. Taxes

The Fund and state of Indiana are exempt from state, federal, and local taxes. The Fund will not be responsible for any taxes levied on the Contractor as a result of this contract.

# 21. Penalties/Interest/Attorney's Fees

The Fund will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

#### 22. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Fund and the Contractor to determine whether any provisions of this contract require formal amendment.

#### 23. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the state of Indiana and suit, if any, must be brought in the state of Indiana.

#### 24. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Fund and the state of Indiana, their

agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or related to any act of bad faith, negligence, intentional or willful misconduct, breach of fiduciary duty, or any other negligent act or omission of Contractor and/or its agents, if any, in the performance of this contract. The Fund shall <u>not</u> provide such indemnification to Contractor.

#### 25. Insurance

Without limiting the indemnification obligations provided in this contract, for the duration of this contract, Contractor shall provide and maintain, at its own expense, the following insurance policies: Worker's Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000 per incident.

- Comprehensive General Liability coverage shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Competed Operations and Contractual Liability.
- Special Requirements: 1.) Indiana Public Employees' Retirement Fund, its officers, agents, employees and volunteers, are to be included as an Insured on the Comprehensive General Liability Policies; 2.) an appropriate Hold Harmless Clauses shall be included; 3.) current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract. Renewal certificates shall be sent to PERF 30 days prior to the expiration date. There shall also be a 30-day notification to PERF in the event of cancellation or modification of any stipulated insurance coverage; 4.) It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that are required of Contractor; and 5.) Certificates of Insurance meeting the required insurance provisions shall be forwarded to PERF's Procurement Officer after notification of award, prior to commencement of any work under contract. For the purpose of identification, when submitting insurance, quote name and number must be included on the certificate, as well as identification of which requirement of this quote the certificate covers.

#### 26. Substantial Performance

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

#### 27. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

# 28. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and the State's fiscal policies and procedures.

# 29. Disputes

Should any disputes arise with respect to this contract; the Contractor and the Fund agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract which are not affected by the dispute. Should the Contractor fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or the Fund as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the state of Indiana for such costs.

The Fund may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Fund to the Contractor of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect without following the dispute procedure contained herein. This section shall not be construed to limit the right of the Fund to terminate the contract pursuant to the terms of the "Termination" section of the contract.

#### 30. Changes

Contractor shall notify Fund in writing within three (3) business days of any of the following changes: (1) Contractor becomes aware that any of its representations, warranties, and covenants set forth herein cease to be materially true at any time during the term of this contract; (2) there is any material change in Contractor's senior personnel assigned to perform service under this contract; (3) there is any change in control of Contractor; (4) Contractor becomes aware of any other material change in its business management structure or its business organization, including without limitation the filing for bankruptcy relief.

# 31. Investigations and Complaints

To the extent permitted by applicable law, Contractor shall promptly advise Fund in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, Fund shall maintain the confidentiality of all such information until investigating entity makes the information public.

#### 32. Notice to Parties:

Whenever any notice, statement, or other communication shall be sent to the Fund or Contractor, it shall be sent to the following address, unless otherwise specifically advised.

Notices to the Fund shall be sent to:

David J. Adams, Executive Director Public Employees' Retirement Fund 500 Harrison Building 143 West Market Street Indianapolis, IN 46204 Notices to the Contractor shall be sent to:

Contact, Title Company Name Address 1 Address 2 City, State, Zip

#### 33. Authority to Bind

Notwithstanding anything in this contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on its behalf.

#### 34. Maintaining a Drug-Free Workplace

- a. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this contract a drug-free workplace, and that it will give written notice to the Fund within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.
- b. In addition to the provisions of subparagraph a. above, if the total contract amount set forth in this contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification executed by Contractor in conjunction with this contract.
- c. It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of subparagraph a. above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph b. above, shall constitute a material breach of this contract, and shall entitle the Fund to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this contract and/or debarment of the Contractor from doing further business with the Fund for up to three (3) years.

#### 35. Drug-Free Workplace Certification

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Fund is requiring the inclusion of this certification in all contracts with and grants from the PERF in excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Fund for up to three (3) years.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. Establishing a drug-free awareness program to inform employees that (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the Fund within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

#### 36. Minority and Women's Business Enterprise Compliance

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, and agrees to comply with all Minority and Women's Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5.

The Contractor further agrees to cooperate fully with the Minority and Women's Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

# 37. Ethics Requirement

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Orders 04-08 and 05-12, dated April 27, 2004 and January 10, 2005, respectively. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <a href="mailto:</a> <a href="mailto:</a> <a href="mailto:</a> Lift the Contractor or its agents violate any applicable ethical standards, PERF may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

# 36. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by

him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The parties, having read and with full understanding of the foregoing terms of the contract, do by their respective signatures dated below hereby agree to the terms herein, including, if this contract is in excess of \$25,000, the Drug-Free Workplace Certification.

CONTRACTOR		
By:	Attested By:	
Printed Name:	Printed Name:	
Title:		
Date:	Date:	
INDIANA PUBLIC EMPLOYEES' RETII	REMENT FUND	
David J. Adams, Executive Director		
Date		

# ATTACHMENT A SCOPE OF SERVICES

# ATTACHMENT B

# **FEES**

# **EXHIBIT C**FEE WORKSHEET

Provide a fee quote based upon the requirements and information in this RFP. Be sure to note any assumptions made. Fee quote must be structured in a manner that the total expected annual cost is easily visible. Failure to submit a detailed fee proposal may eliminate your organization from consideration.

1. Which of the following are included in your fee quote?

START-UP	Check all that apply
Implementation charges (including software, software installation and	
software configuration)	
Upgrading current Cognos Impromptu Reports (refer to Appendix A)	
Data conversion	
Data testing	
Report customization	
System user training	
Support of 20 users	

- 2. It is the assumption of PERF that the above list is the complete list of fee items. If there are additional fee items included in your proposal, please detail them.
- 3. If your fee proposal does not include any of the items above, please provide an additional fee quote for those items.
- 4. Is this fee schedule guaranteed for some number of years? How many?
- 5. How may expenses be adjusted if enrollment changes?
- 6. If your fee includes one time costs, please break out those fees separately.